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(d/b/a Hu Kitchen), Jason Karp, Jessica Karp,
and Jordan Brown*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANDRES FUENTE TAPIA, LEONARDO CONDE
RODRIGUEZ, ABRAHAM GUTIERREZ, MARIO
HERNANDEZ REYES, RICARDO TRUJILLO
GOMEZ, CHRISTIAN ACAJABON, VICTORINO
GALLARDO, ABELARDO PEREZ, ARMANDO
MENSINAS, EDUARDO PEREZ ROBLES,
FERNANDO RIOS, JAVIER FLORES, JULIO
SANTIAGO MORALES, NOEL MONROY ALSONSO,
LORENZO GALINDO, SALVADOR MAXIMILIANO
ROJAS, SERGIO FRANCISCO MATIAS, OSCAR
ENRIQUE COSIGUA ZUREC, ROBERTO CANALES
and MARCOS ALCANTARA *individually and on
behalf of others similarly situated,*

Plaintiffs,

v.

HU HOLDINGS LLC (d/b/a HU KITCHEN),
JASON KARP, JESSICA KARP, and
JORDAN BROWN,

Defendants.

ECF Case

No. 17-cv-01980 (JPO)

ANSWER AND
AFFIRMATIVE DEFENSES

Defendants Hu Holdings, LLC (d/b/a Hu Kitchen), Jason Karp, Jessica Karp, and Jordan Brown (collectively “Defendants”), by their attorneys, Fox Rothschild LLP, hereby answer the Complaint and Collective Action Complaint dated March 17, 2017 (“Complaint”) filed by Plaintiffs Andres Fuente Tapia, Leonardo Conde Rodriguez, Abraham Gutierrez,

Mario Hernandez Reyes, Ricardo Trujillo Gomez, Christian Acajabon, Victorino Gallardo, Abelardo Perez, Armando Mensinas, Eduardo Perez Robles, Fernando Rios, Javier Flores, Julio Santiago Morales, Noel Monroy Alonso, Lorenzo Galindo, Salvador Maximiliano Rojas, Sergio Francisco Matias, Oscar Enrique Cosigua Zurec, Roberto Canales and Marcos Alcantara (“Plaintiffs”) as follows:

NATURE OF THE ACTION

1. Defendants deny the allegations set forth in Paragraph “1” of the Complaint.
2. Defendants deny the allegations set forth in Paragraph “2” of the Complaint except admit that a vegetarian/health food restaurant operating under the name Hu Kitchen is located at 78 Fifth Avenue, New York, NY, 10011.
3. Defendants deny the allegations set forth in Paragraph “3” of the Complaint.
4. Defendants deny the allegations set forth in Paragraph “4” of the Complaint.
5. Defendants deny the allegations set forth in Paragraph “5” of the Complaint.
6. Defendants deny the allegations set forth in Paragraph “6” of the Complaint.
7. Defendants deny the allegations set forth in Paragraph “7” of the Complaint.
8. Defendants deny the allegations set forth in Paragraph “8” of the Complaint.
9. Defendants deny the allegations set forth in Paragraph “9” of the Complaint.
10. Defendants deny the allegations set forth in Paragraph “10” of the Complaint except admit that Plaintiffs purport to bring claims pursuant to the statutory provisions recited in Paragraph “10” of the Complaint. Defendants affirmatively deny that they violated the law and deny that Plaintiffs are entitled to any damages or claim for relief, and further deny that Plaintiffs are entitled to pursue this action on behalf of other individuals.

11. Defendants deny the allegations set forth in Paragraph “11” of the Complaint except admit that Plaintiffs purport to bring claims pursuant to the statutory provisions recited in Paragraph “11” of the Complaint. Defendants affirmatively deny that they violated the law and deny that Plaintiffs are entitled to any damages or claim for relief, and further deny that Plaintiffs are entitled to pursue this action on behalf of other individuals.

JURISDICTION AND VENUE

12. Defendants admit that Plaintiffs have sought to invoke the jurisdiction of the Court under the statutes referenced in Paragraph “12” of the Complaint, but deny that any violations have occurred.

13. Defendants admit that Plaintiffs have sought to invoke venue in this district under the statutes referenced in Paragraph “13” of the Complaint. The remainder of the allegations in Paragraph “13” of the Complaint are legal conclusions to which no response is required; to the extent a response is required, Defendants deny the allegations.

THE PARTIES

Plaintiffs

14. Defendants deny the allegations set forth in Paragraph “14” of the Complaint, except admit that Plaintiff Andres Fuente Tapia was employed by Hu Holdings, LLC from approximately October 2015 to February 2017.

15. Defendants deny the allegations set forth in Paragraph “15” of the Complaint, except admit that Plaintiff Leonardo Conde Rodriguez was employed by Hu Holdings, LLC from approximately March 2015 to March 2017.

16. Defendants deny the allegations set forth in Paragraph “16” of the Complaint, except admit that Plaintiff Abraham Gutierrez was employed by Hu Holdings, LLC from approximately February 2014 to February 2015.

17. Defendants deny the allegations set forth in Paragraph “17” of the Complaint, except admit that Plaintiff Mario Hernandez Reyes was employed by Hu Holdings, LLC from approximately February 2016 to the present.

18. Defendants deny the allegations set forth in Paragraph “18” of the Complaint, except admit that Plaintiff Ricardo Trujillo Gomez was employed by Hu Holdings, LLC from approximately July 2014 to October 2014.

19. Defendants deny the allegations set forth in Paragraph “19” of the Complaint, except admit that Plaintiff Christian Acajabon was employed by Hu Holdings, LLC from approximately August 2013 to the present.

20. Defendants deny the allegations set forth in Paragraph “20” of the Complaint, except admit that Plaintiff Victorino Gallardo was employed by Hu Holdings, LLC from approximately February 2016 to the present.

21. Defendants deny the allegations set forth in Paragraph “21” of the Complaint, except admit that Plaintiff Abelardo Perez was employed by Hu Holdings, LLC from approximately February 2015 to April 2015.

22. Defendants deny the allegations set forth in Paragraph “22” of the Complaint, except admit that Plaintiff Armando Mesinas Perez was employed by Hu Holdings, LLC from approximately June 2014 to January 2015.

23. Defendants deny the allegations set forth in Paragraph “23” of the Complaint, except admit that Plaintiff Eduardo Perez Robles was employed by Hu Holdings, LLC from approximately October 2014 to October 2015.

24. Defendants deny the allegations set forth in Paragraph “24” of the Complaint, except admit that Plaintiff Fernando Rios was employed by Hu Holdings, LLC from approximately September 2016 to the present.

25. Defendants deny the allegations set forth in Paragraph “25” of the Complaint, except admit that Plaintiff Javier Flores was employed by Hu Holdings, LLC from approximately December 2015 May 2017.

26. Defendants deny the allegations set forth in Paragraph “26” of the Complaint, except admit that Plaintiff Julio Santiago Morales was employed by Hu Holdings, LLC from approximately March 2014 to the present.

27. Defendants deny the allegations set forth in Paragraph “27” of the Complaint, except admit that Plaintiff Noel Monroy Alonso was employed by Hu Holdings, LLC from approximately September 2016 until on or about February 2017.

28. Defendants deny the allegations set forth in Paragraph “28” of the Complaint, except admit that Plaintiff Lorenzo Galindo was employed by Hu Holdings, LLC from approximately July 2015 until on or about November 2016.

29. Defendants deny the allegations set forth in Paragraph “29” of the Complaint, except admit that Plaintiff Salvador Rojas was employed by Hu Holdings, LLC from approximately March 2015 to the present.

30. Defendants deny the allegations set forth in Paragraph “30” of the Complaint, except admit that Plaintiff Sergio Francisco Matias was employed by Hu Holdings, LLC from approximately June 2015 to February 2017.

31. Defendants deny the allegations set forth in Paragraph “31” of the Complaint, except admit that Plaintiff Oscar Enrique Cosigua Zurec was employed by Hu Holdings, LLC from approximately October 2015 until on or about January 2016.

32. Defendants deny the allegations set forth in Paragraph “32” of the Complaint, except admit that Plaintiff Roberto Canales was employed by Hu Holdings, LLC from approximately October 2015 until on or about January 2016.

33. Defendants deny the allegations set forth in Paragraph “33” of the Complaint, except admit that Plaintiff Marcos Alacantara was employed by Hu Holdings, LLC from approximately January 2013 until on or about March 2017.

Defendants

34. Defendants deny the allegations set forth in Paragraph “34” of the Complaint.

35. Defendants deny the allegations set forth in Paragraph “35” of the Complaint.

36. Defendants deny the allegations set forth in Paragraph “36” of the Complaint.

37. Defendants deny the allegations set forth in Paragraph “37” of the Complaint.

38. Defendants deny the allegations set forth in Paragraph “38” of the Complaint.

FACTUAL ALLEGATIONS

Defendants

39. The allegations set forth in Paragraph “39” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “39” of the Complaint.

40. The allegations set forth in Paragraph “40” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “40” of the Complaint.

41. The allegations set forth in Paragraph “41” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “41” of the Complaint..

42. The allegations set forth in Paragraph “42” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “42” of the Complaint.

43. The allegations set forth in Paragraph “43” of the Complaint, including but not limited to subparagraphs “a” through “h,” are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “43” of the Complaint, including but not limited to subparagraphs “a” through “h.”

44. The allegations set forth in Paragraph “44” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “44” of the Complaint.

45. Defendants deny the allegations set forth in Paragraph “45” of the Complaint.

46. The allegations set forth in Paragraph “46” of the Complaint are legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph “46” of the Complaint.

Individual Plaintiffs

47. Defendants deny the allegations set forth in Paragraph “47” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiffs as delivery workers.

48. Defendants deny the allegation set forth in paragraph “48” of the Complaint, except admit that Plaintiffs purport to bring this action on behalf of “similarly situated individuals” under 29 U.S.C. 216(b).

Plaintiff Andres Fuente Tapia

49. Defendants deny the allegations set forth in Paragraph “49” of the Complaint.

50. Defendants deny the allegations set forth in Paragraph “50” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Tapia as a delivery worker.

51. Defendants deny the allegations set forth in Paragraph “51” of the Complaint.

52. Defendants deny the allegations set forth in Paragraph “52” of the Complaint.

53. Defendants deny the allegations set forth in Paragraph “53” of the Complaint.

54. Defendants deny the allegations set forth in Paragraph “54” of the Complaint.

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57. Defendants deny the allegations set forth in Paragraph “57” of the Complaint.

58. Defendants deny the allegations set forth in Paragraph “58” of the Complaint.

59. Defendants deny the allegations set forth in Paragraph “59” of the Complaint.

60. Defendants deny the allegations set forth in Paragraph “60” of the Complaint.

61. Defendants deny the allegations set forth in Paragraph “61” of the Complaint.

62. Defendants deny the allegations set forth in Paragraph “62” of the Complaint.

63. Defendants deny the allegations set forth in Paragraph “63” of the Complaint.

64. Defendants deny the allegations set forth in Paragraph “64” of the Complaint.

Plaintiff Leonardo Conde Rodriguez

65. Defendants deny the allegations set forth in Paragraph “65” of the Complaint.

66. Defendants deny the allegations set forth in Paragraph “66” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Conde Rodriguez as a delivery worker.

67. Defendants deny the allegations set forth in Paragraph “67” of the Complaint.

68. Defendants deny the allegations set forth in Paragraph “68” of the Complaint.

69. Defendants deny the allegations set forth in Paragraph “69” of the Complaint.

70. Defendants deny the allegations set forth in Paragraph “70” of the Complaint.

71. Defendants deny the allegations set forth in Paragraph “71” of the Complaint.

72. Defendants deny the allegations set forth in Paragraph “72” of the Complaint.

73. Defendants deny the allegations set forth in Paragraph “73” of the Complaint.

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80. Defendants deny the allegations set forth in Paragraph “80” of the Complaint.

81. Defendants deny the allegations set forth in Paragraph “81” of the Complaint.

82. Defendants deny the allegations set forth in Paragraph “82” of the Complaint.

Plaintiff Abraham Gutierrez

83. Defendants deny the allegations set forth in Paragraph “83” of the Complaint.

84. Defendants deny the allegations set forth in Paragraph “84” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Gutierrez as a delivery worker.

- 85. Defendants deny the allegations set forth in Paragraph “85” of the Complaint.
- 86. Defendants deny the allegations set forth in Paragraph “86” of the Complaint.
- 87. Defendants deny the allegations set forth in Paragraph “87” of the Complaint.
- 88. Defendants deny the allegations set forth in Paragraph “88” of the Complaint.
- 89. Defendants deny the allegations set forth in Paragraph “89” of the Complaint.
- 90. Defendants deny the allegations set forth in Paragraph “90” of the Complaint.
- 91. Defendants deny the allegations set forth in Paragraph “91” of the Complaint.
- 92. Defendants deny the allegations set forth in Paragraph “92” of the Complaint.
- 93. Defendants deny the allegations set forth in Paragraph “93” of the Complaint.
- 94. Defendants deny the allegations set forth in Paragraph “94” of the Complaint.
- 95. Defendants deny the allegations set forth in Paragraph “95” of the Complaint.
- 96. Defendants deny the allegations set forth in Paragraph “96” of the Complaint.

Plaintiff Mario Hernandez Reyes

- 97. Defendants deny the allegations set forth in Paragraph “97” of the Complaint.
- 98. Defendants deny the allegations set forth in Paragraph “98” of the Complaint,
except admit that Hu Holdings, LLC employed Plaintiff Reyes as a delivery worker.

- 99. Defendants deny the allegations set forth in Paragraph “99” of the Complaint.
- 100. Defendants deny the allegations set forth in Paragraph “100” of the Complaint.
- 101. Defendants deny the allegations set forth in Paragraph “101” of the Complaint.
- 102. Defendants deny the allegations set forth in Paragraph “102” of the Complaint.
- 103. Defendants deny the allegations set forth in Paragraph “103” of the Complaint.
- 104. Defendants deny the allegations set forth in Paragraph “104” of the Complaint.
- 105. Defendants deny the allegations set forth in Paragraph “105” of the Complaint.

106. Defendants deny the allegations set forth in Paragraph “106” of the Complaint.

107. Defendants deny the allegations set forth in Paragraph “107” of the Complaint.

108. Defendants deny the allegations set forth in Paragraph “108” of the Complaint.

109. Defendants deny the allegations set forth in Paragraph “109” of the Complaint.

110. Defendants deny the allegations set forth in Paragraph “110” of the Complaint.

111. Defendants deny the allegations set forth in Paragraph “111” of the Complaint.

112. Defendants deny the allegations set forth in Paragraph “112” of the Complaint.

Plaintiff Ricardo Trujillo Gomez

113. Defendants deny the allegations set forth in Paragraph “113” of the Complaint.

114. Defendants deny the allegations set forth in Paragraph “114” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Gomez as a delivery worker.

115. Defendants deny the allegations set forth in Paragraph “115” of the Complaint.

116. Defendants deny the allegations set forth in Paragraph “116” of the Complaint.

117. Defendants deny the allegations set forth in Paragraph “117” of the Complaint.

118. Defendants deny the allegations set forth in Paragraph “118” of the Complaint.

119. Defendants deny the allegations set forth in Paragraph “119” of the Complaint.

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124. Defendants deny the allegations set forth in Paragraph “124” of the Complaint.

125. Defendants deny the allegations set forth in Paragraph “125” of the Complaint.

126. Defendants deny the allegations set forth in Paragraph “126” of the Complaint.

Plaintiff Christian Acajabon

127. Defendants deny the allegations set forth in Paragraph “127” of the Complaint.

128. Defendants deny the allegations set forth in Paragraph “128” of the Complaint, except admit that HU Holdings, LLC employed Plaintiff Acajabon as a delivery worker.

129. Defendants deny the allegations set forth in Paragraph “129” of the Complaint.

130. Defendants deny the allegations set forth in Paragraph “130” of the Complaint.

131. Defendants deny the allegations set forth in Paragraph “131” of the Complaint.

132. Defendants deny the allegations set forth in Paragraph “132” of the Complaint.

133. Defendants deny the allegations set forth in Paragraph “133” of the Complaint.

134. Defendants deny the allegations set forth in Paragraph “134” of the Complaint.

135. Defendants deny the allegations set forth in Paragraph “135” of the Complaint.

136. Defendants deny the allegations set forth in Paragraph “136” of the Complaint.

137. Defendants deny the allegations set forth in Paragraph “137” of the Complaint.

138. Defendants deny the allegations set forth in Paragraph “138” of the Complaint.

139. Defendants deny the allegations set forth in Paragraph “139” of the Complaint.

140. Defendants deny the allegations set forth in Paragraph “140” of the Complaint.

141. Defendants deny the allegations set forth in Paragraph “141” of the Complaint.

142. Defendants deny the allegations set forth in Paragraph “142” of the Complaint.

Plaintiff Victorino Gallardo

143. Defendants deny the allegations set forth in Paragraph “143” of the Complaint.

144. Defendants deny the allegations set forth in Paragraph “144” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Gallardo as a delivery worker.

145. Defendants deny the allegations set forth in Paragraph “145” of the Complaint.

146. Defendants deny the allegations set forth in Paragraph “146” of the Complaint.

147. Defendants deny the allegations set forth in Paragraph “147” of the Complaint.

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154. Defendants deny the allegations set forth in Paragraph “154” of the Complaint.

155. Defendants deny the allegations set forth in Paragraph “155” of the Complaint.

156. Defendants deny the allegations set forth in Paragraph “156” of the Complaint.

Plaintiff Abelardo Perez

157. Defendants deny the allegations set forth in Paragraph “157” of the Complaint.

158. Defendants deny the allegations set forth in Paragraph “158” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Perez as a delivery worker.

159. Defendants deny the allegations set forth in Paragraph “159” of the Complaint.

160. Defendants deny the allegations set forth in Paragraph “160” of the Complaint.

161. Defendants deny the allegations set forth in Paragraph “161” of the Complaint.

162. Defendants deny the allegations set forth in Paragraph “162” of the Complaint.

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168. Defendants deny the allegations set forth in Paragraph “168” of the Complaint.

169. Defendants deny the allegations set forth in Paragraph “169” of the Complaint.

170. Defendants deny the allegations set forth in Paragraph “170” of the Complaint.

171. Defendants deny the allegations set forth in Paragraph “171” of the Complaint.

Plaintiff Armando Mensinas

172. Defendants deny the allegations set forth in Paragraph “172” of the Complaint.

173. Defendants deny the allegations set forth in Paragraph “173” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Mensinas as a delivery worker.

174. Defendants deny the allegations set forth in Paragraph “174” of the Complaint.

175. Defendants deny the allegations set forth in Paragraph “175” of the Complaint.

176. Defendants deny the allegations set forth in Paragraph “176” of the Complaint.

177. Defendants deny the allegations set forth in Paragraph “177” of the Complaint.

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183. Defendants deny the allegations set forth in Paragraph “183” of the Complaint.

184. Defendants deny the allegations set forth in Paragraph “184” of the Complaint.

185. Defendants deny the allegations set forth in Paragraph “185” of the Complaint.

Plaintiff Eduardo Perez Robles

186. Defendants deny the allegations set forth in Paragraph “186” of the Complaint.

187. Defendants deny the allegations set forth in Paragraph “187” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Robles as a delivery worker.

188. Defendants deny the allegations set forth in Paragraph “188” of the Complaint.

189. Defendants deny the allegations set forth in Paragraph “189” of the Complaint.

190. Defendants deny the allegations set forth in Paragraph “190” of the Complaint.

191. Defendants deny the allegations set forth in Paragraph “191” of the Complaint.

192. Defendants deny the allegations set forth in Paragraph “192” of the Complaint.

193. Defendants deny the allegations set forth in Paragraph “193” of the Complaint.

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196. Defendants deny the allegations set forth in Paragraph “196” of the Complaint.

197. Defendants deny the allegations set forth in Paragraph “197” of the Complaint.

198. Defendants deny the allegations set forth in Paragraph “198” of the Complaint.

199. Defendants deny the allegations set forth in Paragraph “199” of the Complaint.

200. Defendants deny the allegations set forth in Paragraph “200” of the Complaint.

Plaintiff Fernando Rios

201. Defendants deny the allegations set forth in Paragraph “201” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Rios from approximately September 2016 to the present date.

202. Defendants deny the allegations set forth in Paragraph “202” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Rios as a delivery worker.

203. Defendants deny the allegations set forth in Paragraph “203” of the Complaint.

204. Defendants deny the allegations set forth in Paragraph “204” of the Complaint.

- 205. Defendants deny the allegations set forth in Paragraph “205” of the Complaint.
- 206. Defendants deny the allegations set forth in Paragraph “206” of the Complaint.
- 207. Defendants deny the allegations set forth in Paragraph “207” of the Complaint.
- 208. Defendants deny the allegations set forth in Paragraph “208” of the Complaint.
- 209. Defendants deny the allegations set forth in Paragraph “209” of the Complaint.
- 210. Defendants deny the allegations set forth in Paragraph “210” of the Complaint.
- 211. Defendants deny the allegations set forth in Paragraph “211” of the Complaint.
- 212. Defendants deny the allegations set forth in Paragraph “212” of the Complaint.
- 213. Defendants deny the allegations set forth in Paragraph “213” of the Complaint.
- 214. Defendants deny the allegations set forth in Paragraph “214” of the Complaint.
- 215. Defendants deny the allegations set forth in Paragraph “215” of the Complaint.

Plaintiff Javier Flores

216. Defendants deny the allegations set forth in Paragraph “216” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Flores from approximately December 2015 to on or about May 2017.

217. Defendants deny the allegations set forth in Paragraph “217” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Flores as a delivery worker.

- 218. Defendants deny the allegations set forth in Paragraph “218” of the Complaint.
- 219. Defendants deny the allegations set forth in Paragraph “219” of the Complaint.
- 220. Defendants deny the allegations set forth in Paragraph “220” of the Complaint.
- 221. Defendants deny the allegations set forth in Paragraph “221” of the Complaint.
- 222. Defendants deny the allegations set forth in Paragraph “222” of the Complaint.
- 223. Defendants deny the allegations set forth in Paragraph “223” of the Complaint.

- 224. Defendants deny the allegations set forth in Paragraph “224” of the Complaint.
- 225. Defendants deny the allegations set forth in Paragraph “225” of the Complaint.
- 226. Defendants deny the allegations set forth in Paragraph “226” of the Complaint.
- 227. Defendants deny the allegations set forth in Paragraph “227” of the Complaint.
- 228. Defendants deny the allegations set forth in Paragraph “228” of the Complaint.
- 229. Defendants deny the allegations set forth in Paragraph “229” of the Complaint.
- 230. Defendants deny the allegations set forth in Paragraph “230” of the Complaint.
- 231. Defendants deny the allegations set forth in Paragraph “231” of the Complaint.
- 232. Defendants deny the allegations set forth in Paragraph “232” of the Complaint.
- 233. Defendants deny the allegations set forth in Paragraph “233” of the Complaint.
- 234. Defendants deny the allegations set forth in Paragraph “234” of the Complaint.

Plaintiff Julio Santiago Morales

- 235. Defendants deny the allegations set forth in Paragraph “235” of the Complaint.
- 236. Defendants deny the allegations set forth in Paragraph “236” of the Complaint,
except admit that Hu Holdings, LLC employed Plaintiff Morales as a delivery worker.

- 237. Defendants deny the allegations set forth in Paragraph “237” of the Complaint.
- 238. Defendants deny the allegations set forth in Paragraph “238” of the Complaint.
- 239. Defendants deny the allegations set forth in Paragraph “239” of the Complaint.
- 240. Defendants deny the allegations set forth in Paragraph “240” of the Complaint.
- 241. Defendants deny the allegations set forth in Paragraph “241” of the Complaint.
- 242. Defendants deny the allegations set forth in Paragraph “242” of the Complaint.
- 243. Defendants deny the allegations set forth in Paragraph “243” of the Complaint.
- 244. Defendants deny the allegations set forth in Paragraph “244” of the Complaint.

- 245. Defendants deny the allegations set forth in Paragraph “245” of the Complaint.
- 246. Defendants deny the allegations set forth in Paragraph “246” of the Complaint.
- 247. Defendants deny the allegations set forth in Paragraph “247” of the Complaint.
- 248. Defendants deny the allegations set forth in Paragraph “248” of the Complaint.
- 249. Defendants deny the allegations set forth in Paragraph “249” of the Complaint.
- 250. Defendants deny the allegations set forth in Paragraph “250” of the Complaint.
- 251. Defendants deny the allegations set forth in Paragraph “251” of the Complaint.
- 252. Defendants deny the allegations set forth in Paragraph “252” of the Complaint.
- 253. Defendants deny the allegations set forth in Paragraph “253” of the Complaint.
- 254. Defendants deny the allegations set forth in Paragraph “254” of the Complaint.
- 255. Defendants deny the allegations set forth in Paragraph “255” of the Complaint.
- 256. Defendants deny the allegations set forth in Paragraph “256” of the Complaint.
- 257. Defendants deny the allegations set forth in Paragraph “257” of the Complaint.

Plaintiff Noel Monroy Alonso

258. Defendants deny the allegations set forth in Paragraph “258” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Alonso from approximately September 2016 until on or about February 2017.

259. Defendants deny the allegations set forth in Paragraph “259” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Monroy Alonso as a delivery worker.

- 260. Defendants deny the allegations set forth in Paragraph “260” of the Complaint.
- 261. Defendants deny the allegations set forth in Paragraph “261” of the Complaint.
- 262. Defendants deny the allegations set forth in Paragraph “262” of the Complaint.
- 263. Defendants deny the allegations set forth in Paragraph “263” of the Complaint.

264. Defendants deny the allegations set forth in Paragraph “264” of the Complaint.

265. Defendants deny the allegations set forth in Paragraph “265” of the Complaint.

266. Defendants deny the allegations set forth in Paragraph “266” of the Complaint.

267. Defendants deny the allegations set forth in Paragraph “267” of the Complaint.

268. Defendants deny the allegations set forth in Paragraph “268” of the Complaint.

269. Defendants deny the allegations set forth in Paragraph “269” of the Complaint.

270. Defendants deny the allegations set forth in Paragraph “270” of the Complaint.

271. Defendants deny the allegations set forth in Paragraph “271” of the Complaint.

272. Defendants deny the allegations set forth in Paragraph “272” of the Complaint.

Plaintiff Lorenzo Galindo

273. Defendants deny the allegations set forth in Paragraph “273” of the Complaint.

274. Defendants deny the allegations set forth in Paragraph “274” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Galindo as a delivery worker.

275. Defendants deny the allegations set forth in Paragraph “275” of the Complaint.

276. Defendants deny the allegations set forth in Paragraph “276” of the Complaint.

277. Defendants deny the allegations set forth in Paragraph “277” of the Complaint.

278. Defendants deny the allegations set forth in Paragraph “278” of the Complaint.

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285. Defendants deny the allegations set forth in Paragraph “285” of the Complaint.

286. Defendants deny the allegations set forth in Paragraph “286” of the Complaint.

287. Defendants deny the allegations set forth in Paragraph “287” of the Complaint.

Plaintiff Salvador Maximiliano Rojas

288. Defendants deny the allegations set forth in Paragraph “288” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Rojas from approximately March 2015 to the present date.

289. Defendants deny the allegations set forth in Paragraph “289” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Rojas as a delivery worker.

290. Defendants deny the allegations set forth in Paragraph “290” of the Complaint.

291. Defendants deny the allegations set forth in Paragraph “291” of the Complaint.

292. Defendants deny the allegations set forth in Paragraph “292” of the Complaint.

293. Defendants deny the allegations set forth in Paragraph “293” of the Complaint.

294. Defendants deny the allegations set forth in Paragraph “294” of the Complaint.

295. Defendants deny the allegations set forth in Paragraph “295” of the Complaint.

296. Defendants deny the allegations set forth in Paragraph “296” of the Complaint.

297. Defendants deny the allegations set forth in Paragraph “297” of the Complaint.

298. Defendants deny the allegations set forth in Paragraph “298” of the Complaint.

299. Defendants deny the allegations set forth in Paragraph “299” of the Complaint.

300. Defendants deny the allegations set forth in Paragraph “300” of the Complaint.

301. Defendants deny the allegations set forth in Paragraph “301” of the Complaint.

302. Defendants deny the allegations set forth in Paragraph “302” of the Complaint.

303. Defendants deny the allegations set forth in Paragraph “303” of the Complaint.

304. Defendants deny the allegations set forth in Paragraph “304” of the Complaint.

Plaintiff Sergio Francisco Matias

305. Defendants deny the allegations set forth in Paragraph “305” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Matias from approximately June 2015 until on or about February 2017.

306. Defendants deny the allegations set forth in Paragraph “306” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Matias as a delivery worker.

307. Defendants deny the allegations set forth in Paragraph “307” of the Complaint.

308. Defendants deny the allegations set forth in Paragraph “308” of the Complaint.

309. Defendants deny the allegations set forth in Paragraph “309” of the Complaint.

310. Defendants deny the allegations set forth in Paragraph “310” of the Complaint.

311. Defendants deny the allegations set forth in Paragraph “311” of the Complaint.

312. Defendants deny the allegations set forth in Paragraph “312” of the Complaint.

313. Defendants deny the allegations set forth in Paragraph “313” of the Complaint.

314. Defendants deny the allegations set forth in Paragraph “314” of the Complaint.

315. Defendants deny the allegations set forth in Paragraph “315” of the Complaint.

316. Defendants deny the allegations set forth in Paragraph “316” of the Complaint.

317. Defendants deny the allegations set forth in Paragraph “317” of the Complaint.

318. Defendants deny the allegations set forth in Paragraph “318” of the Complaint.

319. Defendants deny the allegations set forth in Paragraph “319” of the Complaint.

320. Defendants deny the allegations set forth in Paragraph “320” of the Complaint.

321. Defendants deny the allegations set forth in Paragraph “321” of the Complaint.

Plaintiff Oscar Enrique Cosigua Zurec

322. Defendants deny the allegations set forth in Paragraph “322” of the Complaint.

323. Defendants deny the allegations set forth in Paragraph “323” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Zurec as a delivery worker.

324. Defendants deny the allegations set forth in Paragraph “324” of the Complaint.

325. Defendants deny the allegations set forth in Paragraph “325” of the Complaint.

326. Defendants deny the allegations set forth in Paragraph “326” of the Complaint.

327. Defendants deny the allegations set forth in Paragraph “327” of the Complaint.

328. Defendants deny the allegations set forth in Paragraph “328” of the Complaint.

329. Defendants deny the allegations set forth in Paragraph “329” of the Complaint.

330. Defendants deny the allegations set forth in Paragraph “330” of the Complaint.

331. Defendants deny the allegations set forth in Paragraph “331” of the Complaint.

332. Defendants deny the allegations set forth in Paragraph “332” of the Complaint.

333. Defendants deny the allegations set forth in Paragraph “333” of the Complaint.

334. Defendants deny the allegations set forth in Paragraph “334” of the Complaint.

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336. Defendants deny the allegations set forth in Paragraph “336” of the Complaint.

337. Defendants deny the allegations set forth in Paragraph “337” of the Complaint.

338. Defendants deny the allegations set forth in Paragraph “338” of the Complaint.

Plaintiff Roberto Canales

339. Defendants deny the allegations set forth in Paragraph “339” of the Complaint.

340. Defendants deny the allegations set forth in Paragraph “340” of the Complaint.

341. Defendants deny the allegations set forth in Paragraph “341” of the Complaint.

342. Defendants deny the allegations set forth in Paragraph “342” of the Complaint.

343. Defendants deny the allegations set forth in Paragraph “343” of the Complaint.

344. Defendants deny the allegations set forth in Paragraph “344” of the Complaint.

345. Defendants deny the allegations set forth in Paragraph “345” of the Complaint.

346. Defendants deny the allegations set forth in Paragraph “346” of the Complaint.

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351. Defendants deny the allegations set forth in Paragraph “351” of the Complaint.

352. Defendants deny the allegations set forth in Paragraph “352” of the Complaint.

Plaintiff Marcos Alcantara

353. Defendants deny the allegations set forth in Paragraph “353” of the Complaint.

354. Defendants deny the allegations set forth in Paragraph “354” of the Complaint, except admit that Hu Holdings, LLC employed Plaintiff Alcantara as a delivery worker.

355. Defendants deny the allegations set forth in Paragraph “355” of the Complaint.

356. Defendants deny the allegations set forth in Paragraph “356” of the Complaint.

357. Defendants deny the allegations set forth in Paragraph “357” of the Complaint.

358. Defendants deny the allegations set forth in Paragraph “358” of the Complaint.

359. Defendants deny the allegations set forth in Paragraph “359” of the Complaint.

360. Defendants deny the allegations set forth in Paragraph “360” of the Complaint.

361. Defendants deny the allegations set forth in Paragraph “361” of the Complaint.

362. Defendants deny the allegations set forth in Paragraph “362” of the Complaint.

- 363. Defendants deny the allegations set forth in Paragraph “363” of the Complaint.
- 364. Defendants deny the allegations set forth in Paragraph “364” of the Complaint.
- 365. Defendants deny the allegations set forth in Paragraph “365” of the Complaint.
- 366. Defendants deny the allegations set forth in Paragraph “366” of the Complaint.
- 367. Defendants deny the allegations set forth in Paragraph “367” of the Complaint.
- 368. Defendants deny the allegations set forth in Paragraph “368” of the Complaint.
- 369. Defendants deny the allegations set forth in Paragraph “369” of the Complaint.
- 370. Defendants deny the allegations set forth in Paragraph “370” of the Complaint.
- 371. Defendants deny the allegations set forth in Paragraph “371” of the Complaint.

Defendants’ General Employment Practices

- 372. Defendants deny the allegations set forth in Paragraph “372” of the Complaint.
- 373. Defendants deny the allegations set forth in Paragraph “373” of the Complaint.
- 374. Defendants deny the allegations set forth in Paragraph “374” of the Complaint.
- 375. Defendants deny the allegations set forth in Paragraph “375” of the Complaint.
- 376. Defendants deny the allegations set forth in Paragraph “376” of the Complaint.
- 377. Defendants deny the allegations set forth in Paragraph “377” of the Complaint.
- 378. Defendants deny the allegations set forth in Paragraph “378” of the Complaint.
- 379. Defendants deny the allegations set forth in Paragraph “379” of the Complaint.
- 380. Defendants deny the allegations set forth in Paragraph “380” of the Complaint.
- 381. Defendants deny the allegations set forth in Paragraph “381” of the Complaint.
- 382. Defendants deny the allegations set forth in Paragraph “382” of the Complaint.
- 383. Defendants deny the allegations set forth in Paragraph “383” of the Complaint.

FLSA COLLECTIVE ACTION CLAIMS

384. The allegations set forth in Paragraph “384” of the Complaint are legal conclusions to which no response is required. To the extent a response is required; Defendants do not dispute that Plaintiffs purport to bring this action “on behalf of” others who Plaintiffs claim to be similarly situated. However, Defendants affirmatively deny the existence of similarly situated individuals and deny that Plaintiffs are entitled to pursue this action on behalf of other individuals, and further deny any violation of the statutes cited by Plaintiffs.

385. Defendants deny the allegations set forth in Paragraph “385” of the Complaint.

386. Defendants deny the allegations set forth in Paragraph “386” of the Complaint.

FEDERAL RULE 23 CLASS ACTION ALLEGATIONS

387. Defendants deny the allegations set forth in Paragraph “387” of the Complaint.

388. Defendants deny the allegations set forth in Paragraph “388” of the Complaint, except admit that Plaintiffs purport to bring this action “on behalf of all persons who are or were employed by Defendants in the State of New York, on or after the date that is six years before the filing of the complaint in this case, to entry of judgment in this case”, and Defendants specifically aver that they may not prosecute this action on behalf of such individuals.

389. Defendants deny the allegations set forth in Paragraph “389” of the Complaint.

390. Defendants deny the allegations set forth in Paragraph “390” of the Complaint.

391. Defendants deny the allegations set forth in Paragraph “391” of the Complaint.

392. Defendants deny the allegations set forth in Paragraph “392” of the Complaint.

393. Defendants deny the allegations set forth in Paragraph “393” of the Complaint.

394. Defendants deny the allegations set forth in Paragraph “394” of the Complaint.

395. Defendants deny the allegations set forth in Paragraph “395” of the Complaint.

FIRST CAUSE OF ACTION
(VIOLATION OF THE MINIMUM WAGE PROVISIONS OF THE FLSA)

396. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 395 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

397. Defendants deny the allegations set forth in Paragraph “397” of the Complaint.

398. Defendants deny the allegations set forth in Paragraph “398” of the Complaint.

399. Defendants deny the allegations set forth in Paragraph “399” of the Complaint.

400. Defendants deny the allegations set forth in Paragraph “400” of the Complaint.

401. Defendants deny the allegations set forth in Paragraph “401” of the Complaint.

402. Defendants deny the allegations set forth in Paragraph “402” of the Complaint.

SECOND CAUSE OF ACTION
(VIOLATION OF THE NEW YORK MINIMUM WAGE ACT)

403. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 402 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

404. Defendants deny the allegations set forth in Paragraph “404” of the Complaint.

405. Defendants deny the allegations set forth in Paragraph “405” of the Complaint.

406. Defendants deny the allegations set forth in Paragraph “406” of the Complaint.

407. Defendants deny the allegations set forth in Paragraph “407” of the Complaint.

408. Defendants deny the allegations set forth in Paragraph “408” of the Complaint.

THIRD CAUSE OF ACTION
**(VIOLATION OF THE NOTICE AND RECORDKEEPING
REQUIREMENTS OF THE NEW YORK LABOR LAW)**

409. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 408 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

410. Defendants deny the allegations set forth in Paragraph “410” of the Complaint.

411. Defendants deny the allegations set forth in Paragraph “411” of the Complaint.

FOURTH CAUSE OF ACTION
**(VIOLATION OF THE TIP WITHHOLDING PROVISIONS
OF THE NEW YORK LABOR LAW)**

412. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 411 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

413. Defendants deny the allegations set forth in Paragraph “413” of the Complaint.

414. Defendants deny the allegations set forth in Paragraph “414” of the Complaint.

FIFTH CAUSE OF ACTION
(RECOVERY OF EQUIPMENT COSTS)

415. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 414 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

416. Defendants deny the allegations set forth in Paragraph “415” of the Complaint.

417. Defendants deny the allegations set forth in Paragraph “416” of the Complaint.

SIXTH CAUSE OF ACTION
(VIOLATION OF THE TIP WITHHOLDING PROVISIONS
OF THE NEW YORK LABOR LAW)

418. Defendants repeat, reiterate and reallege each and every response set forth in Paragraphs 1 through 417 above, as if fully set forth herein at length, and deny each and every allegation not unequivocally admitted in this Answer.

419. Defendants deny the allegations set forth in Paragraph “419” of the Complaint.

420. Defendants deny the allegations set forth in Paragraph “420” of the Complaint.

421. Defendants deny the allegations set forth in Paragraph “421” of the Complaint.

PRAYER FOR RELIEF

422. In response to this paragraph and sub-paragraphs “(a)” through “(o)” that follow the phrase “WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants:” Defendants deny the allegations set forth in that paragraph and all of the sub-paragraphs and affirmatively aver that neither Plaintiffs nor any individual or group whom Plaintiffs purport to represent are entitled to any of the relief requested or any other relief.

DEFENDANTS’ AFFIRMATIVE DEFENSES

Defendants assert the following affirmative and other defenses without assuming any burden of production or proof that they would not otherwise have.

FIRST AFFIRMATIVE DEFENSE

1. The Complaint, and each claim purported to be alleged therein, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. The Complaint, and each claim purported to be alleged therein, is barred in whole or in part, by the equitable doctrines of laches, unclean hands, estoppel, waiver, and/or avoidable consequences.

THIRD AFFIRMATIVE DEFENSE

3. To the extent that Plaintiffs have received other wages, benefits and/or awards attributable to an injury for which they seek compensation in this case, such wages, benefits and/or awards should offset, in whole or in part, any award they receive here for the same injury.

FOURTH AFFIRMATIVE DEFENSE

4. At all times material hereto, the actions of Defendants were justified under the circumstances and at all times material hereto Defendants acted in a manner that was proper, reasonable and lawful and in the exercise of good faith.

FIFTH AFFIRMATIVE DEFENSE

5. With respect to some or all of the claims brought or allegedly brought by the Plaintiffs, Defendants affirmatively plead that any act(s) and/or omission(s) that may be found to be in violation of the rights afforded by applicable law were not willful but occurred in good faith and with reasonable grounds for believing that they were in complete compliance with applicable law.

SIXTH AFFIRMATIVE DEFENSE

6. Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitations, including but not limited to 29 U.S.C. § 255.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiffs are precluded from recovering any amounts from Defendants where Defendants have paid Plaintiffs all sums legally due under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, the New York Minimum Wage Act, N.Y. Labor Law §§ 650 *et seq.*, Article 6 of the New York Labor Law, N.Y. Labor Law §§ 190 *et seq.*, and all of their implementing regulations (collectively “Applicable Law”).

EIGHTH AFFIRMATIVE DEFENSE

8. Plaintiffs may not recover liquidated damages, because: (1) Defendants and all of their officers, directors, managers, and agents acted in good faith and did not commit willful violations of Applicable Law; (2) Defendants and their officers, directors, managers, and agents did not authorize any such willful violation with respect to Plaintiffs, the existence of which Defendants affirmatively deny; and (3) Plaintiffs have failed to plead facts sufficient to support recovery of such damages.

NINTH AFFIRMATIVE DEFENSE

9. Plaintiffs are precluded from recovering any amounts from Defendants for failure to pay compensation for hours worked because such time was worked without manager knowledge or approval.

TENTH AFFIRMATIVE DEFENSE

10. The Court should not exercise supplemental jurisdiction over the counts in the Complaint that purport to arise under the New York Labor Law or other state laws.

ELEVENTH AFFIRMATIVE DEFENSE

11. The Complaint fails to state a claim upon which relief consisting of compensatory or liquidated damages or any other damages, interests, costs, or fees allowed by applicable law may be granted.

TWELFTH AFFIRMATIVE DEFENSE

12. Plaintiffs' claims are barred in whole or in part to the extent that the work they performed falls within exclusions, exceptions, offsets or credits provided for in the Fair Labor Standards Act, the New York Labor Law, and their implementing regulations.

THIRTEENTH AFFIRMATIVE DEFENSE

13. Plaintiffs' claims are barred in whole or in part by the doctrine of *de minimis non curat lex*.

FOURTEENTH AFFIRMATIVE DEFENSE

14. All affirmative defenses set forth in the New York Wage Theft Prevention Act including but not limited to Defendants having made complete and timely payment of all wages due.

FIFTEENTH AFFIRMATIVE DEFENSE

15. All affirmative defenses provided by Section 195 of the New York Labor Law and all statutory affirmative defenses to New York State record keeping requirements.

SIXTEENTH AFFIRMATIVE DEFENSE

16. To the extent any Plaintiffs have signed a release and/or waiver encompassing claims alleged in the Complaint or a contractual waiver or agreement contrary to their claims herein, their claims are barred by that release, waiver or agreement.

SEVENTEENTH AFFIRMATIVE DEFENSE

17. Plaintiffs are not entitled to equitable relief insofar as they have an adequate remedy at law.

EIGHTEENTH AFFIRMATIVE DEFENSE

18. The Complaint should be dismissed as to the individual Defendants because they were not the employer(s) of Plaintiffs.

NINETEENTH AFFIRMATIVE DEFENSE

19. Plaintiffs cannot establish or satisfy the requirements necessary to proceed collectively under 29 U.S.C. § 216(b) because, *inter alia*, Plaintiffs are not similarly situated to the putative collective.

TWENTIETH AFFIRMATIVE DEFENSE

20. Plaintiffs' claims for liquidated damages violates Defendants' rights to due process of law, to equal protection of the law, the right to be free from the unlawful taking of property, the right to be free of excessive fines and all other substantive procedural protections of the Constitutions applicable to liquidated damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. The relief that Plaintiffs seek in the Complaint is barred, in whole or in part, because Plaintiffs lack standing to obtain such relief.

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. There is no causal relation between the alleged acts of Defendants and any injury or damage allegedly suffered by Plaintiffs.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. Plaintiffs' claims for damages are barred to the extent that said claims are speculative in nature.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. Plaintiffs are unable to meet the criteria necessary to maintain a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

25. Each and every purported claim alleged by Plaintiffs is barred because any recovery from Defendants would result in a Plaintiff's unjust enrichment.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

26. Defendants reserve the right to assert such other additional and/or affirmative defenses that may become known to them through discovery.

DEFENDANTS' PRAYER FOR RELIEF

Except as expressly admitted and alleged herein, Defendants deny each and every allegation set forth in the Complaint and deny Plaintiffs are entitled to any relief whatsoever. Further, Defendants deny the existence of any purported collective, class, or group of persons whom Plaintiffs purport to represent.

WHEREFORE, having fully answered and responded to the allegations of the Complaint, Defendants respectfully request that:

- A. Plaintiffs' individual claims be dismissed with prejudice in their entirety;
- B. Collective action status be denied or, in the alternative, that all collective claims be dismissed with prejudice;
- C. Class action status be denied or, in the alternative, that all class claims be dismissed with prejudice;
- D. Each and every request for relief in the Complaint be denied;
- E. Judgment be entered against Plaintiffs and for Defendants;

F. Defendants be awarded their costs, including reasonable attorneys' fees and expenses in an amount and manner permitted by applicable law; and

G. Defendants be granted such other and further relief as this Court may deem just and proper.

Dated: New York, New York
May 23, 2017

FOX ROTHSCHILD LLP

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